

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

DALLAS BUYERS CLUB, LLC,
Plaintiff,

v.

RICHARD CALK, et al.,
Defendants.

§
§
§
§
§
§
§

Civil Action No. 4:14-cv-00815

DEFENDANT PEGGY DOLLENS'S ORIGINAL ANSWER

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Peggy Dollens, Defendant in the above-styled cause, and files this, her Original Answer, and in support thereof would show the Court as follows:

ANSWER

1. Defendant admits the allegations contained in paragraph 1 of Plaintiff's Amended Complaint, with the exception of the second sentence. To the extent that the second sentence contains an allegation against Defendant that Defendant engaged in the unauthorized acquisition and transfer of the motion picture, Defendant denies the allegation in the second sentence of paragraph 1 of Plaintiff's Amended Complaint.
2. Defendant admits the allegations contained in paragraph 2 of Plaintiff's Amended Complaint.
3. Paragraph 3 of Plaintiff's Amended Complaint contains a general overview of BitTorrent file sharing and does not appear to contain any specific allegations against Defendant. To the extent that paragraph 3 contains allegations against Defendant, Defendant lacks the knowledge to admit or deny the allegations and therefore denies the same.

4. Paragraph 4 of Plaintiff's Amended Complaint contains a general overview of BitTorrent file sharing and does not appear to contain any specific allegations against Defendant. To the extent that paragraph 4 contains allegations against Defendant, Defendant lacks the knowledge to admit or deny the allegations and therefore denies the same.
5. Defendant denies the allegations in paragraph 5 of Plaintiff's Amended Complaint.
6. The first sentence of paragraph 6 of Plaintiff's Amended Complaint does not appear to contain any specific allegations against Defendant. To the extent that the first sentence of paragraph 6 of Plaintiff's Amended Complaint contains allegations against Defendant, Defendant lacks the knowledge to admit or deny the allegations and therefore denies the same. Defendant admits that she resides in this district, but denies the remaining allegations in paragraph 6 of Plaintiff's Amended Complaint.
7. Defendant admits that venue is proper in this district. Defendant further admits that she resides within this district, but denies the remaining allegations in paragraph 7 of Plaintiff's Amended Complaint.
8. Defendant denies the allegations in paragraph 8 of Plaintiff's Amended Complaint.
9. Defendant lacks the knowledge to admit or deny the allegations in paragraph 9 of Plaintiff's Amended Complaint and therefore denies the same.
10. Paragraph 10 does not appear to contain any specific allegations against Defendant. To the extent that paragraph 10 of Plaintiff's Amended Complaint contains allegations against Defendant, Defendant lacks the knowledge to admit or deny the allegations and therefore denies the same.
11. Defendant lacks the knowledge to admit or deny the allegations in paragraph 11 of Plaintiff's Amended Complaint and therefore denies the same.

12. Paragraph 12 does not appear to contain any specific allegations against Defendant. To the extent that paragraph 12 of Plaintiff's Amended Complaint contains allegations against Defendant, Defendant lacks the knowledge to admit or deny the allegations and therefore denies the same.

13. Defendant denies the allegations in paragraph 13 of Plaintiff's Amended Complaint.

14. Defendant denies the allegations in paragraph 14 of Plaintiff's Amended Complaint.

15. Defendant denies the allegations in paragraph 15 of Plaintiff's Amended Complaint.

16. Defendant denies the allegations in paragraph 16 of Plaintiff's Amended Complaint.

17. Defendant denies the allegations in paragraph 17 of Plaintiff's Amended Complaint.

DEFENSES

18. Defendant denies downloading Dallas Buyers Club (the "Movie").

19. Defendant pleads that the alleged download of the Movie, if any, was done by an unknown third party using the unsecured wireless internet connection at Defendant's vacant rental home without Defendant's knowledge or consent.

20. Defendant pleads that she is not liable for the alleged download of the Movie, if any, on the basis that the safe harbor provisions of the Digital Millennium Copyright Act found at 17 U.S.C. § 512(a) provide that Defendant is not liable for the alleged download.

JURY DEMAND

21. Defendant hereby demands a jury trial.

WHEREFORE, Defendant requests that Plaintiff take nothing by way of this cause and that the Court enter judgment in favor of Defendant for her reasonable and necessary attorney's fees and

costs incurred in her defense and grant Defendant any other further relief to which she may be justly entitled.

Date: September 12, 2014

Respectfully submitted,

ROGER G. JAIN & ASSOCIATES, P.C.



Roger G. Jain

TBN: 00787759

SD Tex ID # 16828

Thomas H. Smith III

TBN: 24051355

SD Tex ID # 1000096

7322 Southwest Freeway, Suite 1100

Houston, Texas 77074

Tel.: (713) 981-0600

Fax: (888) 200-6848

info@rogergjain.com

ATTORNEYS FOR DEFENDANT
PEGGY DOLLENS

CERTIFICATE OF SERVICE

I certify that the foregoing document was electronically submitted to the clerk of the court for the U.S. District Court, Southern District of Texas, using the electronic case filing system of the Court. I certify that I have served all counsel of record electronically or by other manner authorized by Rule 5 of the Federal Rules of Civil Procedure.



Roger G. Jain